

802173

**TRANSMITTAL LETTER**  
**(General – Patent Pending)**

Docket No.  
PA2331US (38342/34844)

Application Of:  
Montgomery et al.

Serial No.  
10/020,104

Filing Date  
December 12, 2001

Examiner  
Vu, Kieu D

Group Art Unit  
2173

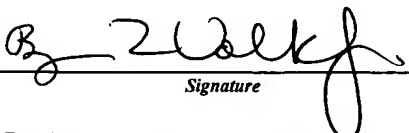
Title:  
Low Bandwidth Television

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS

Transmitted herewith is:  
Terminal Disclaimer  
Statement Under 37 CFR 3.73(b) and copy of Assignment

in the above identified application.

- ☒ No additional fee is required.
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- ☒ The Commissioner is hereby authorized to charge and credit Deposit Account No. 20-0823 as described below. A duplicate copy of this sheet is enclosed.
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Dated: April 19, 2005

Benjamin L. Volk, Jr., Reg. No. 48,017  
Thompson Coburn LLP  
One US Bank Plaza, Suite 3500  
St. Louis, Missouri 63101-9928  
314-552-6000  
314-552-7000 FAX

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I certify that the document and fee is being deposited on  
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Signature of Person Mailing Correspondence

Benjamin L. Volk, Jr.

Typed or Printed Name of Person Mailing Correspondence



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**TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING  
REJECTION OVER A PRIOR PATENT**

Docket Number (Optional)  
PA2331US (38342/34844)

In re Application of:     Montgomery et al.  
Application No.:         10/020,104  
Filed:                    December 12, 2001  
For:                       Low Bandwidth Television

The owner\*, Vibe Solutions Group, Inc., of 100 percent interest in the instant application hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the instant application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior Patent No. 6,380,950. The owner hereby agrees that any patent so granted on the instant application shall be enforceable only for and during such period that it and the prior patent are commonly owned. This agreement runs with any patent granted on the instant application and is binding upon the grantee, its successors or assigns.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the instant application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, if found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

Check either box 1 or 2 below, if appropriate.

1. ☒ For submissions on behalf of an organization (e.g., corporation, partnership, university, government agency, etc.), the undersigned is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

2. ☐ The undersigned is an attorney or agent of record.

04/21/2005 HVUONG1 00000010 200823 10020104  
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Signature

4-18-05  
Date

Edward D. Briscoe

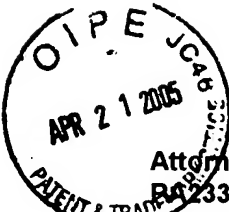
Typed or printed name

- ☒ Terminal disclaimer fee under 37 CFR 1.20(d) is included.

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\*Statement under 37 CFR 3.73(b) is required if terminal disclaimer is signed by the assignee (owner).  
Form PTO/SB/96 may be used for making this statement. See MPEP § 324.

Burden Hour Statement: This form is estimated to take 0.2 hours to complete. Time will vary depending upon the needs of the individual case. Any comments on the amount of time you are required to complete this form should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, Washington, DC 20231. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Assistant Commissioner for Patents, Box Patent Application, P.O. Box 1450, Alexandria, VA 22313-1450.



Attorney Docket No.  
R02331US (38342/34844)

PTO/SB/96 (08-00)  
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**STATEMENT UNDER 37 CFR 3.73(b)**

Assignee/Patent Owner: Montgomery et al.

Application No./Patent No.: 10/020,104 Filed/Issue Date: December 12, 2001

Entitled: Low Bandwidth Television

Vibe Solutions Group, Inc., a corporation of the State of Delaware  
(Name of Assignee) (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or  
2. ☐ an assignee of less than the entire right, title and interest.  
The extent (by, percentage) of its ownership interest is \_\_\_\_\_ %

in the patent application/patent identified above by virtue of a chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as shown below:

1. From Montgomery et al. To: Play Industries  
The document was recorded in the United States Patent and Trademark Office at  
Reel 009897, Frame 0091, or for which a copy thereof is attached.
2. From Play Industries To: Imperial Bank  
The document was recorded in the United States Patent and Trademark Office at  
Reel 010024, Frame 0867, or for which a copy thereof is attached.
3. From Play Industries and Credit Managers Association of California To: Play Streaming Media Group, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 011731, Frame 0730, or for which a copy thereof is attached.
4. From Imperial Bank To: Play Streaming Media Group, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 011731, Frame 0756, or for which a copy thereof is attached.
5. From Play Streaming Media Group, Inc. To: GlobalStreams, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel 01855, Frame 0970, or for which a copy thereof is attached.
6. From GlobalStreams, Inc. To: Vibe Solutions Group, Inc.  
The document was recorded in the United States Patent and Trademark Office at  
Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

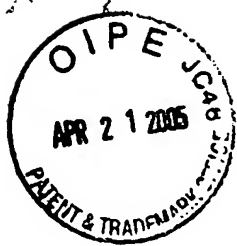
[X] Copies of assignments or other documents in the chain of title are attached.  
[NOTE: A separate copy (i.e., the original assignment document or a true copy of the original document) must be submitted to Assignment Division in accordance with 37 CFR Part 3, if the assignment is to be recorded in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

4/16/05  
Date

Edward Bristoe  
Typed or printed name  
  
Signature

Chief Executive Officer  
Title



## **PATENT ASSIGNMENT**

**WHEREAS**, GlobalStreams, Inc., a Delaware corporation having offices at 8664A Olive, St. Louis, Missouri 63132, U.S.A. (hereinafter "GSI"), owns the entire right, title and interest in and to the issued U.S. patents and the pending U.S. patent applications set forth in **Schedule A** attached hereto, and the entire right, title and interest in and to all of the inventions disclosed in said issued U.S. patents and pending U.S. patent applications, (hereinafter the issued U.S. patents and pending U.S. patent applications, set forth in **Schedule A** attached hereto, and all of the inventions disclosed therein, shall be referred to collectively as the "Inventions"); and

**WHEREAS**, Vibe Solutions Group, Inc., a Delaware corporation having offices at 135 N. Meramec Avenue, Suite 600, St. Louis, Missouri 63105, U.S.A. (hereinafter "VSGI"), is desirous of acquiring all of GSI's right, title and interest in and to the Inventions.

**NOW THEREFORE**, in consideration of these premises, the covenants and obligations set forth below, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows, subject to the Contribution Agreement between GSI and its wholly-owned subsidiary, VSGI, executed effective October 1, 2004 and the Patent and Patent Application Ownership Agreement executed by GSI and VSGI, the terms of both of which are not altered by this Assignment:

1. GSI has sold, assigned and transferred, and hereby does, sell, assign and transfer unto VSGI the entire right, title and interest in and to the Inventions, including priority rights, and any and all other domestic or foreign patent applications which VSGI or its successors or assigns may file on said Inventions and in any and all U.S. and foreign patents which may be obtained on any of said applications and in any reissue, continuation or extension thereof, together with the right to sue for, and recover for, any past infringements thereof, to be

held and enjoyed by VSGI, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by GSI had no sale and assignment of said Inventions been made.

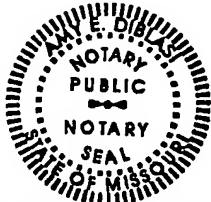
2. GSI shall, upon the request and at the expense of VSGI, execute any domestic or foreign divisional, continuation, continuation-in-part or substitute application for said Inventions and any oath or affidavit relating thereto, and any application for the reissue or extension of any patent that may be granted upon said applications, and, in the event of any application or patent assigned herein becoming involved in an interference, to cooperate with VSGI in the matters of preparing and executing the preliminary statement and giving and producing evidence in support thereof. GSI shall perform any affirmative acts and execute all documents necessary to vest in VSGI all rights under the patents and/or patent applications referred to on Schedule A, whereby said patents will be held and enjoyed by VSGI, to the full end of the term for which said patents may be granted, as fully and entirely as the same would have been held and enjoyed by GSI had no sale and assignment of said patents been made.

3. In the event that VSGI is unable for any reason to secure the signature of GSI, or a duly authorized representative thereof, to any document required to file, prosecute, register, or memorialize the assignment of the right, title and interest assigned hereunder, including derivative works, improvements, renewals, extensions, continuations, divisionals, continuations in part, continuing patent applications, reissues, and reexaminations thereof, the undersigned hereby irrevocably designates and appoints VSGI and VSGI's duly authorized officers and agents as GSI's agents and attorneys-in-fact to act for and on GSI's behalf and instead of GSI: (i) to execute, file, prosecute, register and memorialize the assignment of any such application, (ii) to execute and file any documentation required for such enforcement, and (iii) to do all other lawfully permitted acts to further the filing, prosecution, registration,

memorialization of assignment, issuance, and enforcement of said assigned right, title and interest, all with the same legal force and effect as if executed by GSI.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the undersigned has caused its duly authorized representative to execute this assignment as of the 15<sup>th</sup> day of APRIL, 2005.



AMY E. DIBLASI, NOTARY PUBLIC  
St. Louis County, State of Missouri  
My Commission Expires 9-19-2006

GlobalStreams, Inc.

A handwritten signature of David T. Hosler in black ink.

David T. Hosler  
Chief Executive Officer

STATE OF Mo

:  
: SS  
:

COUNTY OF St. Louis

On this 15<sup>th</sup> day of April, 2005 before me, a Notary Public, within and for the County of St. Louis, State of Mo, personally appeared David T. Hosler, to me known to be the person described in and who executed the foregoing assignment and acknowledged that he executed same as his free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal the date and year last above written.

A handwritten signature of Amy E. Diblasi in black ink.  
Notary Public

My Commission Expires: 9-19-2006

**Schedule A**

<b><u>Patent/App. No.</u></b>	<b><u>Issue/Filing Date</u></b>	<b><u>Title</u></b>
6,535,634	March 18, 2003	Video Image Compression/Decompression Apparatus and Method
09/762,927	February 13, 2001	Client-Side Digital Television Authoring System
6,380,950	April 30, 2002	Low Bandwidth Television
10/020,104	December 12, 2001	Low Bandwidth Television (DIV of 6,380,950)